

R. J. REYNOLDS TOBACCO COMPANY  
SPECIAL MARKETS PROMOTIONAL DISPLAY PLAN

Reynolds Tobacco Company. However, R. J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietor provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (IRS form number). As soon as the applicable information is provided to and processed by R. J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

The attached contract will remain in effect, unless and until terminated by either party upon 30 days written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco Company forthwith and without notice.

We/I the undersigned retailer and R. J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco Company Special Markets Promotional Display Plan, dated April 1, 1989.

Is your organization a corporation, government agency, or tax exempt?

☒ YES

☐ NO

If no, enter your name as shown on your Social Security Card and TIN in the applicable space provided below:

Individual Name: \_\_\_\_\_

Individual Proprietorship: \_\_\_\_\_ or Partnership: \_\_\_\_\_  
(Social Security Number) (Employer ID Number)

Store Name Hess Gas Station RJR Account Number \_\_\_\_\_  
(Please Print)

Street Address 1 - Hess Plaza RJR Territory Number \_\_\_\_\_

City/State Woodbridge NJ Zip 07095

Call Classification \_\_\_\_\_ Branch (if chain) \_\_\_\_\_

CIGARETTE VOLUME CATEGORY:

NOTE: pay period begins

Nov 1, 1993

November/December 1993

15 per location per month

7 STATIONS  
TRIAL

Plan

B

1  
☐  
10 - 49

2  
☐  
50 - 99

3  
☒  
100+

LIST PLAN(S) SELECTED

Number Qualified Stores

opened

Total Quarterly  
Dollar Amount

\$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Retailer's Signature [Signature]

Title: Mgr. of Purchasing, C/S Stores

R. J. REYNOLDS TOBACCO COMPANY

By: [Signature] Chain Accts. Mgr.

10/18/93  
Date Contract Signed

Nov. 1, 1993  
Contract Effective Date

51847 3639

## R. J. REYNOLDS TOBACCO COMPANY SPECIAL MARKETS PROMOTIONAL DISPLAY PLAN

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R. J. Reynolds Tobacco Company is pleased to announce the following display plans, effective April 1, 1989, for Special Market retail stores.

### General Requirements for Participation:

- RJR Special Markets Promotional Counter Display
- RJR Designated Advertising

Payments will be made on a quarterly basis as follows. All payments shown per month per store:

| Volume Category | Weekly Cigarette Volume | Standard Counter Position | Primary Counter Position |
|-----------------|-------------------------|---------------------------|--------------------------|
| 1               | 10-49                   | \$ 2.50                   | \$ 4.00                  |
| 2               | 50-99                   | \$ 5.00                   | \$ 7.50                  |
| 3               | 100+                    | \$10.00                   | \$15.00                  |
|                 | Plan                    | A                         | B                        |

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Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

### Specific Requirements:

R. J. Reynolds Tobacco Company will furnish appropriate display fixture and advertising used by retailer.

#### Promotional Counter Display

This plan is made available to those Special Markets retailers who position and maintain unobstructed a specially designed display, with advertising cards, immediately adjacent to the primary selling area on the most active sales counter.

- The primary selling area, as defined by R. J. Reynolds Tobacco Company, is the position at or across from the cash register on the primary selling counter as determined by the R. J. Reynolds Tobacco Company Representative.
- In the event it is not possible to place the display in the primary selling area, it may be placed unobstructed in a standard location on the sales counter as determined by the R. J. Reynolds Tobacco Company Representative.
- Retailer must continuously maintain this display with predetermined RJR promotional product, or, lacking such, single packs of the RJR brand designated by the affixed advertising.

#### Designated Advertising

- Designated RJR advertising pieces must be maintained in the below listed areas as determined by the RJR Representative:

- Store Front
- High Traffic Area in Store
- At Primary Sales Counter Area

- The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those related to the retailer's own products, to be affixed or appended to any part of the display except those of R. J. Reynolds Tobacco Company which are a part of or relate to said display.

Only one display plan may be selected by any one retail store.

Retailer will continuously maintain an adequate display of designated brands carried by the retailer, as selected by R. J. Reynolds Tobacco Company. Displayed brands must be unobstructed and visible to the consumer.

Brand selection will correspond to the riser card promotional messages which may be periodically changed at the discretion of R. J. Reynolds Tobacco Company.

Retailer will permit R. J. Reynolds Tobacco Company's Representative to make reasonable audits of performance and to inspect and rotate stocks of R. J. Reynolds Tobacco Company's products in stores under contract.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due R. J.



PACK OUTLET MERCHANDISING PROGRAM CONTRACT

**FULL PRICE DISPLAY**

R. J. Reynolds Tobacco Company ("RJRT") is pleased to announce a Cigarette Merchandising Program effective January 1, 1994, for retail accounts that meet the following criteria:

- **51% or more total industry volume sold by the pack**
- **76+ cartons sold per week**

- Distribution of all RJR brands in all price tiers as required.

**Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.**

**PROGRAM ELEMENTS:**

- **RJR Full Price pack display in prime position.**
- **Signage as designated by an RJR Representative**

**PAYMENT AS FOLLOWS:**

| DISPLAY TYPE       | MONTHLY PAYMENT CALCULATION |      |      |      |      |
|--------------------|-----------------------------|------|------|------|------|
|                    | A                           | B    | C    | D    | E    |
| Full Price Display | \$25                        | \$35 | \$45 | \$55 | \$65 |

- Cigarette volume will be determined by the average total weekly sales of all industry brands during the most recent three month period.

### INDIVIDUAL COMPONENT REQUIREMENTS:

**FULL PRICE DISPLAY**

- Full Price Display must be located at #1 cash register in primary position as determined by In-Store Representative. Location must be self-service and may not be obstructed from consumer by competitive displays or other products in front of or on the side of this display.

### SPECIFIC REQUIREMENTS

- Retailer agrees to provide RJR accurate and current velocity information, to include total RJR volume per week, and total industry volume per week.
- Display size will be determined by an RJR Representative.
- Advertising associated with RJR brands displayed will be affixed to or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailer's own products, to be affixed to RJR displays.
- Retailer agrees to maintain adequate display of designated cigarette brands on display at all times.
- Retailer agrees to maintain RJR displays and signage in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location will terminate this agreement.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

Source: <https://www.industrydocuments.ucsf.edu/docs/mhxy0000>

**R. J. REYNOLDS TOBACCO COMPANY  
PACK-OUTLET-MERCHANDISING PROGRAM-CONTRACT-  
SAVINGS DISPLAY**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce a Cigarette Merchandising Program effective January 1, 1994, for retail accounts that meet the following criteria:

- **51% or more total industry volume sold by the pack**
- **76+ cations sold per week**
- **Distribution of all RJR brands in all price tiers as required**

**Retailers not meeting the above requirements should discuss alternatives with an RJR Representative**

## PROGRAM ELEMENTS:

29. RJR Savings Brand pack display(s) no less than equal position to other Savings Brand displays

- Signage as designated by an RJR Representative.

**PAYMENT AS FOLLOWS:**

| DISPLAY TYPE       | MONTHLY PAYMENT CALCULATION |                |                |                |            |
|--------------------|-----------------------------|----------------|----------------|----------------|------------|
|                    | A<br>76 - 99                | B<br>100 - 149 | C<br>150 - 199 | D<br>200 - 249 | E<br>250 + |
| Savings Display(s) | \$15                        | \$30           | \$35           | \$40           | \$45       |

Cigarette volume will be determined by the average total weekly sales of all industry brands during the most recent three-month period.

### INDIVIDUAL COMPONENT REQUIREMENTS:

## SAVINGS DISPLAY

- Selected display(s) must be adequate in size to display and promote ALL RJR Savings Brands. Savings display(s) selected must merchandise no less than 24 pack facings of product.

• Multiple displays/locations may be used to adequately merchandise RJR Savings Brands, as approved by an RJR Representative.

- Retailer will provide RJR pricing capability no less than parity with other tobacco companies.

## SPECIFIC REQUIREMENTS

- Retailer agrees to provide RJR accurate and current velocity information; to include total RJR volume per week, and total industry volume per week.
- Display size will be determined by an RJR Representative.
- Advertising associated with RJR brands displayed will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailer's own products, to be affixed to RJR displays.
- Retailer agrees to maintain adequate display of designated cigarette brands on display at all times.
- Retailer agrees to maintain RJR displays and signage in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location will terminate this agreement.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.

- Retailer will permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.

- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the A retailer, this contract may be terminated by RJR forthwith and without notice.

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**R. J. REYNOLDS TOBACCO COMPANY**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following display plan, effective January 1, 1994, for all retail stores selling a minimum of 100 CPW primarily by the pack.

## MONTHLY PAYMENT PER STORE

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

- RJR will furnish the retailer a package/carton merchandiser(s) to display RJR savings brands, self-service to consumers. T 10/1/89

| VOLUME CATEGORY | CIGARETTE VOLUME | MONTHLY PAYMENTS | MINIMUM ROWS |
|-----------------|------------------|------------------|--------------|
| B               | 100-149          | \$15             | 18           |
| C               | 150-199          | \$25             | 21           |
| D               | 200+             | \$40             | 24           |

## GENERAL REQUIREMENTS

- Distribution of all RJR brands in all price tiers as required. Stigmexa xst 10 yonage thernmexov, notstogio s notstogio to xuy 2
- Retailer agrees to furnish sufficient package space for low priced RJR brands displayed on either the Savings Center(s) or on a separate package display as agreed upon by RJR.

- Row definitions for RJR merchandisers:

- 1' shelf = 3 Rows
- 2-1/2' shelf = 8 rows
- 3' shelf = 9 rows
- 4' shelf = 12 rows

LIST PLAN(S) SELECTED

- All RJR rows must be in a forward facing position and occupy the entire depth of the shelf(s).
- All designated RJR shelf rows must be stocked no less than five cartons high.
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Qualifying merchandiser(s) must have a minimum of four shelves and a maximum of seven shelves. Merchandiser(s) supplied by RJR may not be altered or modified in any way to change the configuration (capacity, height, width or depth), except by an authorized RJR Representative.
- The plan selected and capacity allocated for the display of RJR's products must not at any time be reduced from that capacity originally agreed upon at the time of contract signing.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the merchandiser(s) and/or Retailer shelves and/or security equipment. RJR shall have exclusive rights to the advertising space above the merchandiser(s) and retailer shelves, although retailer may alternatively use said space for non-tobacco advertising.
- Retailer agrees to maintain an adequate supply of RJR brands on display at all times.
- Only one plan may be selected by any one retail store.
- RJR will supply a customer sign on selected RJR merchandisers. The advertising copy will be changed periodically to coincide with RJR's current advertising.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.

- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

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**R. J. REYNOLDS TOBACCO COMPANY**  
**R. J. REYNOLDS TOBACCO COMPANY**  
**Permanent Counter Display Plan**

PCD  
Form 7162 - 9/86  
Commodity No. 071621

R. J. Reynolds Tobacco Company is pleased to announce the following display plans, effective January 1, 1987, for retail stores which sell cigarettes primarily by the package. This plan terminates and supersedes all prior Permanent Counter Display plans regarding the aforesaid type of stores.

The following display plans deal with two distinct positions: (1) displays positioned adjoining the primary cash register and (2) displays placed in the number one selling position away from the primary cash register.

**CASH REGISTER DISPLAY**

R. J. Reynolds Tobacco Company will furnish an appropriate display fixture for the plan selected by the retailer. This plan is made available to those retailers who position and maintain the display adjoining the primary cash register. The display selected will be placed with riser card(s) on top trays and other advertising materials as determined by R. J. Reynolds Tobacco Company on lower trays.

The primary cash register position as defined by R. J. Reynolds Tobacco Company is a position directly adjoining the most active cash register and on the customer side or front of that register. Final approval of an acceptable display position will be determined by R. J. Reynolds Tobacco Company representative.

In the event it is impossible to place any cigarette display adjoining the primary cash register, see the Standard Display section.

Payments will be made on a quarterly basis as follows: All payments shown per month per store.

| CASH REGISTER DISPLAY PLAN |                  | WEEKLY CIGARETTE VOLUME |  |           |  |
|----------------------------|------------------|-------------------------|--|-----------|--|
| VOLUME CATEGORY            | CIGARETTE VOLUME | 80 PACKS                |  | 120 PACKS |  |
|                            |                  | 140 PACKS               |  | 160 PACKS |  |
| 1                          | 10 - 39          | \$ 6.50                 |  | N/A       |  |
| 2                          | 40 - 99          | \$ 10.00                |  | \$ 18.00  |  |
| 3                          | 100 - 169        | \$ 29.00                |  | \$ 37.00  |  |
| 4                          | Over 170         | \$ 35.00                |  | \$ 44.00  |  |
| PLAN                       |                  | J                       |  | K         |  |

**STANDARD DISPLAY**

R. J. Reynolds Tobacco Company will furnish an appropriate display fixture for the plan selected by the retailer, which will be placed in a standard configuration with riser card(s) on top trays and other advertising materials as determined by R. J. Reynolds Tobacco Company on lower trays.

The standard configuration display must be placed and maintained in the number one selling position away from the primary cash register as determined by an R. J. Reynolds Tobacco Company representative.

Payments will be made on a quarterly basis as follows: All payments shown per month per store.

| STANDARD DISPLAY PLANS |                  | WEEKLY CIGARETTE VOLUME |  |           |  |
|------------------------|------------------|-------------------------|--|-----------|--|
| VOLUME CATEGORY        | CIGARETTE VOLUME | 80 PACKS                |  | 120 PACKS |  |
|                        |                  | 140 PACKS               |  | 160 PACKS |  |
| 1                      | 10 - 39          | \$ 6.50                 |  | N/A       |  |
| 2                      | 40 - 99          | \$ 9.00                 |  | \$ 16.00  |  |
| 3                      | 100 - 169        | \$ 15.00                |  | \$ 21.00  |  |
| 4                      | Over 170         | \$ 27.00                |  | \$ 35.00  |  |
| PLAN                   |                  | B                       |  | C         |  |

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

Only one display may be selected by any one retail store.

Display capacity may vary 1 to 10 packs, depending on display and display configuration selected, as determined by an R. J. Reynolds Tobacco Company Representative.

Contract Effective Date: 1/1/87

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**R. J. REYNOLDS TOBACCO COMPANY**  
**Permanent Counter Display Plan**

PCD  
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Retailer will continuously maintain an adequate display of designated brands carried by the retailer, as selected by R. J. Reynolds Tobacco Company. Displayed brands must be unobstructed and self-service to the consumer in either the cash register or standard configuration.

Brand selection will correspond to the riser card promotional messages which will be periodically changed at the discretion of R. J. Reynolds Tobacco Company.

The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those relating to the retailer's own products, to be affixed or appended to any part of the display fixture except those of R. J. Reynolds Tobacco Company which are a part of or relate to said display.

Retailer will permit R. J. Reynolds Tobacco Company's representatives to make reasonable audits of performance and to inspect and rotate stocks of R. J. Reynolds Tobacco Company's products in stores under contract.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoice due R. J. Reynolds Tobacco Company.

The attached contract will remain in effect unless and until terminated by either party upon written notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco Company forthwith and without notice.

This offer is extended pursuant to R. J. Reynolds Tobacco Company's general plan, that, in the judgment of the Company, is made available on proportionately equal terms to all competing retailers.

We, the undersigned retailer and R. J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco Company Permanent Counter Display Plan, dated October 1, 1986.

|   |                |                      |       |
|---|----------------|----------------------|-------|
| Store Name  | Hess Oil       | RJR Account Number   |       |
| Street Address  | ONE HESS PIATA | RJR Territory Number |       |
| City/State  | WOODBRIDGE NJ  | Zip                  | 07095 |
| Call Classification   |                | Branch (if chain)    |       |
| Is your organization a corporation, governmental agency, or tax exempt? |                | (Yes/No)             |       |
| If not enter your TIN in the applicable space provided                  |                |                      |       |

Individual Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_  
(Social Security Number) (Employer ID Number)

Circle Correct Plan Under:  
Appropriate Volume Category

| CASH REGISTER DISPLAY     |       | Number of Qualifying Stores |     | Total Quarterly Dollar Amount |     |
|---------------------------|-------|-----------------------------|-----|-------------------------------|-----|
| Cigarette Volume Category | Packs | 80                          | 120 | 140                           | 160 |
| 10-39 Cartons             | 1J    |                             |     |                               |     |
| 40-99 Cartons             | 2J    |                             |     |                               |     |
| 100-169 Cartons           | 3J    |                             |     |                               |     |
| Over 170 Cartons          | 4J    |                             |     |                               |     |
| TOTAL                     |       | 80                          | 120 | 140                           | 160 |
| STANDARD DISPLAY          |       | Number of Qualifying Stores |     | Total Quarterly Dollar Amount |     |
| Cigarette Volume Category | Packs | 80                          | 120 | 140                           | 160 |
| 10-39 Cartons             | 1B    |                             |     |                               |     |
| 40-99 Cartons             | 2B    |                             |     |                               |     |
| 100-169 Cartons           | 3B    |                             |     |                               |     |
| Over 170 Cartons          | 4B    |                             |     |                               |     |
| TOTAL                     |       | 80                          | 120 | 140                           | 160 |

1/15/93  
Date Contract Signed  
Contract Effective Date  
Retailer's Signature: *[Signature]*  
Title: *Mgr. Purchasing*  
R. J. Reynolds Tobacco Company  
By: *[Signature]*

**R.J. Reynolds Tobacco USA**  
**NON-SHELF-SERVICE CARTON SHELF PLAN**  
**NSS-1**

R.J. Reynolds Tobacco USA ("RJR") is pleased to announce the following Carton Shelf Plan, effective August 1, 1988 for all retail stores displaying cigarette cartons on non-self-service RJR merchandisers, or shelving approved by an RJR Representative. This shelf plan is available to all retailers operating stores which sell cigarettes primarily by the carton.

**Monthly Payment Per Store**

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

**Monthly Payment Calculation Grid**

| Volume Category | Cigarette Volume | Payment Per Row Per Month | RJR Minimum Paid Rows | RJR Maximum Paid Rows |
|-----------------|------------------|---------------------------|-----------------------|-----------------------|
| A               | 100-199          | \$ .35 per row            | 20 RJR rows           | 30 RJR rows           |
| B               | 200-299          | \$ .45 per row            | 40 RJR rows           | 60 RJR rows           |
| C               | 300-499          | \$ .75 per row            | 40 RJR rows           | 60 RJR rows           |
| D               | 500 +            | \$ 1.25 per row           | 40 RJR rows           | 80 RJR rows           |

**General Requirements:**

- Row definitions for RJR merchandisers and retail shelves:
  - 2-1/2' shelf = 8 rows — All retailer shelves compute
  - 3' shelf = 9 rows 3 rows per horizontal linear foot.
  - 4' shelf = 13 rows
- RJR cigarette brands must occupy the top shelf of section(s), plus additional rows on the next lower shelf or shelves in a contiguous manner.
- The top shelf must hold a minimum of 12 RJR rows.
- The height of the top shelf must be a maximum of 72 inches.
- All designated top shelves must be stocked no less than 7 cartons high. Additional designated shelves for RJR cigarette brands must be stocked no less than 5 cartons high.
- RJR standard merchandiser(s) or retailer shelving used must be in total view of the consumer. Cartons may be merchandised either at point-of-purchase, separated from the consumer by a shield of transparent material, or behind a counter or checkstand. Merchandiser(s) or shelving may not be placed more than 10 feet from point-of-purchase.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the RJR merchandiser(s) or RJR contracted shelving although retailer may alternatively use said space for non-tobacco advertising.
- RJR will supply a customer sign which will be an integral part of the merchandiser(s) or shelving. The advertising copy will be changed periodically to coincide with RJR's current advertising.
- RJR reserves the right to plan-o-gram, adjust, and divide it's allocated space as deemed necessary by the RJR Representative.
- Only one plan may be selected by any one retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.

Display plan compliance will be determined by an RJR Representative and payment will be made at the end of each calendar quarter by check, as soon as practicable. Payments will be made for stores rendering full performance during a quarter and on a prorated basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoices due RJR.

This contract will remain in effect until terminated upon notice by either party, or until superseded by a new contract between both parties. In the event of failure of performance by retailer, this contract may be terminated by RJR.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

1. one of several carton shelf plans must be selected, and
2. RJR brands shall exclusively occupy a minimum of the top shelf of section(s), plus additional rows on the next lower shelf or shelves in a contiguous manner, if applicable, at all times for the life of the merchandiser(s) furnished by RJR.

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Non-Self-Service 1 Carton Shelf Plan Contract or to utilize in any way the merchandiser(s) furnished by RJR.

Store Name HESS OIL RJR Account Number \_\_\_\_\_  
 Street Address ONE HESS PLAZA RJR Territory Number \_\_\_\_\_  
 City WOODBIDGE State NJ Zip 07095  
 Call Classification \_\_\_\_\_ Branch (if chain) \_\_\_\_\_

A  
100-199

B  
200-299

C  
300-499

D  
500 +

| Plan  | Number of Qualifying Stores | Dollar Amount   |
|-------|-----------------------------|-----------------|
|       | <b>OPEN</b>                 | \$ _____        |
| _____ | _____                       | \$ _____        |
| _____ | _____                       | \$ _____        |
| _____ | _____                       | \$ _____        |
| _____ | _____                       | \$ _____        |
| _____ | _____                       | \$ _____        |
| _____ | _____                       | \$ _____        |
|       | <b>Total</b>                | <b>\$ _____</b> |

**Date Contract Signed**

**Contract Effective Date**

**Retailer's Signature**

**Title**

R.J. Reynolds Tobacco USA

**By**

If not, enter your TIN in the applicable space provided: Individual  
Proprietorship: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Partnership: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

51847 3651

# R.J. REYNOLDS TOBACCO COMPANY SAVINGS CENTER DISPLAY PLAN

SMB Ver. Item No. 973365

R.J. Reynolds Tobacco Company ("RJR") announces the following display plan effective April 1, 1992 for all retail stores. **MONTHLY PAYMENT PER STORE**

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three month period.

**VOLUME CATEGORY 2 and 3**  
RJR will furnish the retailer a package/carton merchandiser(s) to display RJR savings brands which can be shared with other savings brands/generic cigarettes.

## PLAN 2X

RJR reserves the right to contract for 24 additional rows, above the base, at the rate of \$1.00 per additional row.

## PLAN 3X

In stores selling a minimum of 500 cartons per week in **Volume Category 3X**, RJR reserves the right to contract for up to 32 additional rows, above the base, at the rate of \$2.00 per additional row.

|                 |                  | MINIMUM 3 CARTON WIDE | MINIMUM 6 CARTON WIDE |                            |
|-----------------|------------------|-----------------------|-----------------------|----------------------------|
| VOLUME CATEGORY | CIGARETTE VOLUME | PLAN 2X               | PLAN 3X               | ADDITIONAL PER ROW PAYMENT |
| 2               | 200 - 499        | \$20.00               | \$30.00               | \$1.00                     |
| 3               | 500 +            | \$25.00               | \$40.00               | \$2.00                     |

## VOLUME CATEGORY 4 (EXCLUSIVE)

RJR will furnish the retailer a package/carton merchandiser(s) to display RJR savings brands. RJR savings brands must occupy the entire RJR merchandiser exclusively. RJR reserves the right to contract for up to 32 additional rows on any auxiliary fixture as approved by the RJR Representative.

|                 |                  | MINIMUM 3 CARTON WIDE | MINIMUM 6 CARTON WIDE |                 |
|-----------------|------------------|-----------------------|-----------------------|-----------------|
| VOLUME CATEGORY | CIGARETTE VOLUME | PLAN 4                | PLAN 5                | ADDITIONAL ROWS |
| 4               | 500 +            | \$35.00               | \$64.00               | \$3.00 PER ROW  |

## VOLUME CATEGORY 5 and 6 (CONSOLIDATION)

Retailer merchandises all savings brands/generic brands on RJR-furnished merchandisers exclusively or on a combination of RJR furnished merchandisers and a supplemental fixture as approved by RJR Sales Representative. RJR must occupy a minimum of the top two shelves of the RJR merchandiser exclusively. The RJR merchandiser must accommodate a minimum of 45 industry rows.

## PLAN 5X

In stores selling a minimum of 300 cartons per week in **Volume Category 5X**, RJR reserves the right to contract for up to 48 additional rows, above the base, at the rate of \$2.60 per additional row.

## PLAN 6X

In stores selling a minimum of 500 cartons per week in **Volume Category 6X**, RJR reserves the right to contract for up to 48 additional rows, above the base, at the rate of \$3.00 per additional row.

|                 |                  | MINIMUM 3 CARTON WIDE | MINIMUM 6 CARTON WIDE      |
|-----------------|------------------|-----------------------|----------------------------|
| VOLUME CATEGORY | CIGARETTE VOLUME | PLAN X                | ADDITIONAL PER ROW PAYMENT |
| 5               | 300 - 499        | \$30.00               | \$2.60                     |
| 6               | 500 +            | \$64.00               | \$3.00                     |

## GENERAL REQUIREMENTS

Row definitions for RJR merchandisers

|              |   |         |
|--------------|---|---------|
| 1' Shelf     | = | 3 Rows  |
| 2 1/2' Shelf | = | 8 Rows  |
| 3' Shelf     | = | 9 Rows  |
| 4' Shelf     | = | 13 Rows |

All RJR rows must be in a forward facing position and occupy the entire depth of the shelf(s).

All designated RJR shelf rows must be stocked no less than five cartons high.

RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.

Qualifying merchandiser(s) must have a minimum of four shelves and a maximum of seven shelves. Merchandiser(s) supplied by RJR may not be altered or modified in any way to change the configuration (capacity, height, width or depth), except by an authorized RJR Representative.

The plan selected and capacity allocated for the display of RJR's products must not at any time be reduced from that capacity originally agreed upon at the time of contract signing.

Retailer will not permit non-RJR advertising, promotional or informational material, including that relating to the retailer's own products, to be affixed or appended to the merchandiser(s).

RJR will supply a customer sign on selected RJR merchandisers. The advertising copy will be changed periodically to coincide with RJR's current advertising.

Only one plan may be selected by any retail store.

Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.

RJR will make payment by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this agreement from invoices due RJR. However, RJR may withhold payment from the retailer if the retailer fails to provide RJR with sufficient

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Source: <https://www.industrydocuments.ucsf.edu/docs/mhxy0000>



## R.J. REYNOLDS TOBACCO COMPANY SAVINGS SEGMENT CONTINUOUS COUNTER DISPLAY PLAN

R.J. Reynolds Tobacco Company ("RJR") announces the following counter display plan effective September 2, 1991.

| Plan | Volume Category | Volume Per Week | Monthly Payment |
|------|-----------------|-----------------|-----------------|
| CCD  | 1               | 76 - 119        | \$ 21.00        |
|      | 2               | 120 +           | \$ 30.00        |

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three month period.

### Plan CCD

RJR will furnish retailer a package display merchandiser with riser cards to display RJR Savings Segment brands. The riser cards' promotional message will be periodically changed at the discretion of RJR.

The following requirements apply to the above plans:

- Retailer must use package display merchandisers provided by RJR.
- The package merchandiser must be placed in a prominent, unobstructed position clearly visible to the customer, and mutually agreed upon by the retailer and an RJR representative.
- RJR reserves the right to designate the Savings Segment brand styles to be displayed.
- Retailer will not permit non-RJR advertising, promotional or informational material, including that relating to the retailer's own products, to be affixed or appended to the display or display space unless specifically approved by RJR.
- Retailer will maintain adequate display of designated cigarette brands on display at all times.
- RJR will make payment by check as soon as practicable. Payment will be made for stores rendering full performance during a quarter and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from product invoices due RJR. However, RJR may withhold payment for performance from the retailer if the retailer fails to provide RJR with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this plan. In the case of an individual proprietorship, this sufficient correct information is the retailer's social security number and his name as it appears on his social security card of the same number. With respect to partnerships, estates, trust and similar entities, this information is the entity's or retailer's employer identification number and name as it appears on the partnership's Form 8501 (IRS Form number). As soon as this information is provided to and processed by RJR, it will release such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

This offer is extended pursuant to RJR's general display plan. RJR has other display plans for lower volume retailers that are available to competing retailers on a proportionally equal to basis. Contact your RJR representative for details.

This contract will remain in effect until terminated upon notice by either party or until superseded by a new contract between both parties. In the event of failure of performance by retailer, this contract may be terminated immediately by RJR.

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Savings Segment Continuous Counter Display Plan and to utilize in any way the package display merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date below and return the original to your RJR Representative.

Store Name HESS oil (PLEASE PRINT)

Street Address ONE HESS PLAZA

City/State WOODBRIIDGE NJ Zip 07095

Call Classification \_\_\_\_\_ Branch (if chain) \_\_\_\_\_

|      |                 |                             |                               |
|------|-----------------|-----------------------------|-------------------------------|
| Plan | Volume Category | Number of Qualifying Stores | Total Quarterly Dollar Amount |
|------|-----------------|-----------------------------|-------------------------------|

|     |  |      |          |
|-----|--|------|----------|
| CCD |  | OPEN | \$ _____ |
|-----|--|------|----------|

1/15/93  
Date Contract Signed

1/15/93  
Contract Effective Date

RJRT Account Number \_\_\_\_\_

Retailer's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

R.J. Reynolds Tobacco Company

By: \_\_\_\_\_

Is your organization a corporation, governmental agency, or tax exempt? ☒ Yes ☐ No

If not, enter your TIN in the applicable space provided:

Individual Proprietorship: \_\_\_\_\_

(Social Security Number)

Partnership: \_\_\_\_\_

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**R. J. REYNOLDS TOBACCO COMPANY**  
**PREFERRED PRESENCE COUNTER DISPLAY PLAN**

R. J. Reynolds Tobacco Company is pleased to announce the following display plans, effective April 1, 1990, for retail stores which sell 120+ CPW primarily by the package. This plan terminates and supersedes Permanent Counter Display plans and the Doral CCD Plan in the retail outlets which accept these plans.

**General Requirements for Participation:**

- RJR Permanent Counter Display at cash register
- RJR Promotional Counter Display
- RJR Designated Advertising

Payments will be made on a quarterly basis as follows. All payments shown per month per store:

| Volume Category | Weekly Cigarette Volume | <ul style="list-style-type: none"> <li>• 3 Trays</li> <li>• Promo Display</li> <li>• Designated Adv.</li> </ul> | <ul style="list-style-type: none"> <li>• 4 Trays</li> <li>• Promo Display</li> <li>• Designated Adv.</li> </ul> |
|-----------------|-------------------------|---|---|
| 3               | 120-169                 | \$85  | \$ 95   |
| 4               | 170+                    | \$95  | \$100   |
| Plan            |                         | K3  | L3  |

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

**Specific Requirements:**

R. J. Reynolds Tobacco Company will furnish appropriate display fixtures and advertising vehicle for the plan selected by the retailer.

• **Cash Register Display**

- This plan is made available to those retailers who position and maintain the display adjoining the primary cash register. The display selected will be placed with riser card(s) on top tray(s) and other advertising materials as determined by R. J. Reynolds Tobacco Company on lower tray(s) if applicable.
- The primary cash register position, as defined by R. J. Reynolds Tobacco Company, is a position directly adjoining the most active cash register and on the customer side or front of that register. Final approval of an acceptable display position will be determined by an R. J. Reynolds Tobacco Company representative.

• **Promotional Counter Display**

- The Promotional Counter Display consists of a specially designed merchandiser for a combination of full price promotional packs and low price RJR brands.
- The display will be positioned on the primary checkout as agreed upon by the R. J. Reynolds Tobacco Company representative.

• **Designated Advertising**

- Designated RJR Advertising must be placed in an unobstructed location no more than 10 feet from the primary selling area facing the consumer.
- The R. J. Reynolds Tobacco Company representative reserves the right to determine type and location of Designated Advertising placement.

Only one display plan may be selected by any one retail store.

R. J. REYNOLDS TOBACCO COMPANY  
PREFERRED PRESENCE COUNTER DISPLAY PLAN

Retailer will continuously maintain an adequate display of designated brands carried by the retailer, as selected by R. J. Reynolds Tobacco Company. Displayed brands must be unobstructed and self-service to the consumer.

Brand selection will correspond to the riser card promotional messages which will be periodically changed at the discretion of R. J. Reynolds Tobacco Company.

The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those relating to the retailer's own products, to be affixed or appended to any part of the display fixture(s) or designated advertising place except those of R. J. Reynolds Tobacco Company which are a part of or relate to said displays or advertising place.

Retailer will permit R. J. Reynolds Tobacco Company's representative to make reasonable audits of performance and to inspect and rotate stocks of R. J. Reynolds Tobacco Company's products in stores under contract.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due R. J. Reynolds Tobacco Company.

The attached contract will remain in effect, unless and until terminated by either party upon notice delivered to the other. In the event of failure of performance by retailer, this contract may be terminated by R. J. Reynolds Tobacco Company forthwith and without notice.

This offer is extended pursuant to R. J. Reynolds Tobacco Company's general plan, that, in the judgment of the Company, is made available on proportionately equal terms to all competing retailers.

We/I the undersigned retailer and R. J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R. J. Reynolds Tobacco Company Preferred Presence Counter Plan, dated April 1, 1990.

By signing this agreement, the retailer shall hold harmless, indemnify, and defend, R. J. Reynolds Tobacco Company, its parent, affiliates, officers, directors, and employees from and against all injuries or damage sustained, whether to person or property as a result of ceiling mount installation or other modification of the overhead package merchandiser, and any non-illuminated or lighted/electronic signage that requires ceiling mount installation as part of the R. J. Reynolds designated advertising.

Store Name HESS OIL RJR Account Number \_\_\_\_\_  
Street Address ONE HESS PLAZA RJR Territory Number \_\_\_\_\_  
City/State WOODBRIIDGE NJ Zip 07095  
Call Classification \_\_\_\_\_ Branch (if chain) \_\_\_\_\_

OPEN

Circle Correct Plan Under Appropriate Volume Category

| Cigarette<br>Volume Category | 3<br>Trays | 4<br>Trays | Number of<br>Qualifying Stores | Total Quarterly<br>Dollar Amount |
|------------------------------|------------|------------|--------------------------------|----------------------------------|
| 120-169 Cartons              | 3K3        | 3L3        | _____                          | \$ _____                         |
| 170+ Cartons                 | 4K3        | 4L3        | _____                          | \$ _____                         |
|                              |            | Total      | _____                          | \$ _____                         |

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R. J. REYNOLDS TOBACCO COMPANY  
PREFERRED PRESENCE COUNTER DISPLAY PLAN

Retailer's Signature

[Signature]

Title:

Manager of Purch. C-Sales

1/15/93  
Date Contract Signed

1/15/93  
Contract Effective Date

R. J. REYNOLDS TOBACCO COMPANY

By:

[Signature]

Is your organization a corporation, government agency, or tax exempt? YES (Yes/No)  
If not, enter your TIN in the applicable space provided:

Individual Proprietorship:                       
(Social Security Number)

Partnership:                       
(Employer ID Number)

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